

Rockland Education Association Secretaries Agreement

AGREEMENT

THIS AGREEMENT made and entered into at Rockland, Massachusetts, on November 9, 2015 by and between the School Committee of the Town of Rockland, Massachusetts, hereinafter designated and referred to as the Committee, and the Rockland Secretaries' Association, located at Rockland, Massachusetts, hereinafter designated and referred to as the Association, which is an employee organization, affiliated with the Rockland Education Association, acting as the agent of certain of the Employees in the employ of the Committee.

WITNESSETH

WHEREAS the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to salaries and other conditions of employment for the Employees described in Paragraph 20 in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by the Parties to this Agreement of the provisions and obligations hereinafter set forth, the Committee, the Association and the Employees hereby mutually and jointly agree as follows:

Received

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Rockland Town Accountant

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ARTICLE ONE

PREAMBLE

Paragraph 10. Recognizing that the establishment and maintenance of the highest possible standards are essential to the community and the national interest and that the legitimate and mutual interests of the students and the Employees are directly related to the quality and efficiency of the school program operated by the Committee, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations between the Committee and the Association, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation, in the manner and to the extent provided in this Agreement of the rights and benefits of the Employees and to provide for the performance of their work by the Employees in a conscientious and skillful manner which will promote and assure the quality, continuity and efficiency of the operation of the Rockland Public Schools.

Paragraph 11. The Committee, the Association and the Employees recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement. For the purpose of achieving the objectives expressed in Paragraph 10, each Employee pledges that he/she will cooperate with the Committee in pursuing excellence of standards and methods, aiding and encouraging reliable attendance, exercising exemplary conduct and assisting in compliance with and the enforcement of the policies, procedures, regulations and standards prescribed by the Committee, which are not contrary to the provisions of this Agreement.

Paragraph 12. Except when otherwise specifically provided, references in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement. When they appear in this Agreement, the term "Secretary" and the term "Employee" may be applied interchangeably.

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Article Two

RECOGNITION OF THE ROCKLAND SECRETARIES ASSOCIATION

Paragraph 20. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive collective bargaining representative with respect to salaries, wages and conditions of employment for the Secretaries employed by the Committee in the bargaining unit described as follows:

- All full-time secretaries who work an eight (8) hour day, including a thirty (30) minute lunch and two fifteen (15) minute breaks, for a full calendar year excluding the Executive Secretary to the School Committee and the Superintendent, the Budget Assistant, the Data Manager, and all other Employees in the employ of the Committee.
- Ten (10) Month secretaries who work an eight (8) hour day, including a thirty (30) minute lunch and two fifteen (15) minute breaks, for ten (10) months (190 days). The salary for each ten (10) month secretary shall be pro-rated and paid in twenty-one (21) equal biweekly payments beginning in September.
- Eleven (11) Month secretaries who work an eight (8) hour day, including a thirty (30) minute lunch and two fifteen (15) minute breaks, for eleven (11) months (210 days). The salary for each eleven (11) month secretary shall be pro-rated and paid in twenty-six (26) equal biweekly payments beginning in July.

The term "Employee" shall include all the employees in the bargaining unit described in this Paragraph. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this Paragraph are intended only to describe the Employees covered by this Agreement and not any particular work, and all reference to an Employee or Employees in this Agreement shall be deemed to include male and female Employees as the case may be.

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Paragraph 21. The Committee shall have and retain the right to control, maintain, operate and supervise all the activities in the Rockland Public Schools; to select, train, assign, transfer and promote the Employees and to periodically evaluate and determine their qualifications; to interview, discipline, suspend or dismiss Employees in the manner provided by law and to limit Association activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Superintendent; to organize the supervisory staff and the Employees; to establish, change and discontinue the duties to be performed by the Employees, including the right to introduce improved methods, facilities, operations, processes, services and techniques; to establish, modify and enforce policies and regulations regarding cleaning, maintenance, conduct, discipline, schedules and safety regulations and all other rights pertaining to the operation and management of the business of the Committee and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the Employees provided however, that the exercise of these rights shall not be contrary to any specific provision of this Agreement.

Paragraph 22. Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include Employees employed by the Committee who are not in the bargaining unit in the benefit programs as provided in this Agreement on a different basis than for Employees in the Bargaining units.

Paragraph 23. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex or national origin, and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any Employee who engages or who does not engage in lawful Association Activities.

Paragraph 24. The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the Employees in the bargaining unit as provided in Paragraph 20.

Article Three

CONTINUITY OF OPERATIONS

Paragraph 30. It is agreed that neither the Association nor any Employee will directly or indirectly or for any reason cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with any of the functions of the Rockland Public Schools. In the event that such prohibited conduct occurs, the Association will, promptly and in good faith, endeavor to terminate such prohibited conduct and to resolve the dispute in accordance with the provisions of this Agreement.

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Paragraph 31. An Employee who engages or participates in the prohibited conduct described in Paragraph 30 shall be subject to disciplinary action, including reprimand, suspension and discharge and such disciplinary actions shall not be reviewable by arbitration, except that the fact of the participation of the Employee in such prohibited conduct will be subject to arbitration.

Paragraph 32. All Secretaries will be under the specific direction and responsible to the respective Building Principals, yet under the general direction of the Superintendent of Schools. All personnel will be expected to exercise the highest cooperation with principals of the various schools. Employees are not to enter into discussions between teachers and students.

Article Four

SECRETARY ASSIGNMENTS

Paragraph 40. Each secretary will be notified in writing of changes in their schedule for the coming school year, the school or schools to which they will be assigned, as soon as practicable and under normal circumstances not later than July 1st.

Article Five

TRANSFERS

Paragraph 50. Employees will be consulted prior to a transfer and the Superintendent will endeavor to give notice of a transfer as far in advance as practicable. In selecting an Employee for transfer, consideration will be given to the quality of their past performance and length of service in the Rockland School System.

Paragraph 51. Employees desiring a transfer for the current or following school year shall submit a written request therefor to the Superintendent between July 1st and the following June 30th. A request for a transfer which is not acted upon by June 30th shall expire at that time. Requests for transfer will be acknowledged either in writing or by an interview and if the transfer is denied, the reason therefore will, if requested, be given.

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Article Six

VACANCIES AND PROMOTIONS

Paragraph 60. Notices of vacancies in a position other than part-time will be posted on a bulletin board in each school building. The Superintendent will endeavor to post said notices as far in advance of the appointment date as practicable. Qualifications for a position will be included in the notice and changes in the qualifications will be posted on the bulletin boards before said position is filled. Also, all vacancies will be posted via the Rockland Public School e-mail to all Public School Employees and will be posted on the Rockland Public Schools web site. During the months of July and August the notices of vacancies provided in this Paragraph will be mailed to the President of the Association at the address last known to the Superintendent.

Paragraph 61. All Employees will be given the opportunity to make application for the open positions. In selecting an applicant to fill a vacancy as provided in this Article, the Superintendent will give consideration to competence and attainment, the length of employment in the Rockland School System, and such other factors as the Superintendent considers relevant.

Article Seven

MISCELLANEOUS

Paragraph 70. Full-time Employees shall receive the difference between their regular pay and their jury pay if called to serve on a jury.

Article Eight

EVALUATION

Paragraph 80. The performance of an Employee shall be observed openly and with the knowledge of the Employee. An Employee shall be given a copy of their evaluation report by their supervisors and they shall file a notification that they have received a copy of the report.

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Paragraph 81. An Employee shall be permitted to review the contents of his/her personnel file except for confidential references and other confidential material received by the Superintendent at the time of the employment of said Employee. The Employee shall acknowledge the opportunity to review the contents of their personnel file. Whenever derogatory allegations have been placed in the file of an Employee they shall have the right to answer such allegations in writing to the Superintendent and the answers shall be appended to the file.

Paragraph 82. No employee will be disciplined, reprimanded, or terminated without good and sufficient cause.

Article Nine

WORK YEAR AND WORK DAY

Paragraph 90. The work year for the full-time secretaries shall be a full calendar year beginning July 1st and ending June 30th, exclusive of paid vacations and holidays as provided in Paragraphs 94 and 95.

Paragraph 91. All new Employees shall be subject to a three (3) month probationary period before being placed on permanent status. Employees will be allowed to compute their vacation periods and sick leave, where applicable, from the beginning of the period. All other fringe benefits, where applicable, will begin at the end of the probationary period.

Paragraph 92. Except as otherwise provided in this Paragraph, and subject to the provisions of Paragraph 93, the starting and closing hours of the work day for Employees will be determined by the Building Principals with the approval of the Superintendent of Schools. The Employees shall work eight (8) hours per day, including a thirty (30) minute lunch and two (2) fifteen (15) minute breaks, forty (40) hours per week when school is in session and during the December, February, and April school vacations. Summer four-day weeks will begin after the July 4th weekend and end one week before the opening of school. Each of these days will be eight (8) hours in length with seventy-five (75) minutes for lunch and breaks, to be distributed and determined by the office supervisor. The Committee shall establish the starting time and the dismissal time for the students in the Rockland Public Schools provided, however, that the maximum workday for the Employees shall conform with the provisions of this Paragraph 92.

Paragraph 93. Any hours worked beyond those specified in Paragraph 92 shall be paid at time and a half. No supervisor may require an employee to work for compensatory time.

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Paragraph 94. School secretaries will be required to report to their office up to four (4) evenings for the purpose of student orientation/open house, back to school night and fall/spring parent conferences. The rate for these events will be Thirty (\$30.00) dollars per hour and a time sheet will be completed and turned in.

Paragraph 95. Employees are to work during school vacation and non-school days. No work on legal holidays. They must work when school is closed on account of weather. (Holidays: Fourteen (14) days, (New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Day before Christmas (December 24th), and Christmas). The day before Thanksgiving may be given at the discretion of the Superintendent.

Paragraph 96. Vacation time pertains only to twelve (12) month employees. Employees hired prior to June 30, 2016 will receive two (2) weeks vacation or proportionate part thereof during the year July 1st to June 30th. After three (3) years of work, vacations are established at three (3) weeks per year. Four (4) weeks vacation after ten (10) years, five (5) weeks vacation after fifteen (15) years and six (6) weeks vacation after twenty-five (25) years of continuous service. Employees hired after July 1, 2016 will receive two (2) weeks' vacation for one (1) to three (3) years of service, three (3) weeks' vacation for four (4) to eight (8) years of service, and four (4) weeks' vacation for nine (9) years of service or more. Five (5) days may be carried over into the next year, but must be used that year for all employees. All secretaries will be able to have five (5) days vacation bought back at their per diem rate. A request must be made in writing to the Superintendent of Schools. Vacation time may be taken at any time throughout the year at the discretion of the Building Principal with the approval of the Superintendent of Schools, provided that at least fifty (50) percent of vacation time must be used during summer/school vacations. Upon termination of duties, unused vacation time will be pro-rated based on the number of days worked by the employee during the fiscal (school) year.

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Article Ten

SALARIES

Paragraph 100. Effective July 1, 2009 and subject to the provisions of this Agreement, the compensation for the Employees for their work year shall conform with the following schedule:

School Secretaries

Steps			
	15-16	16-17	17-18
1	722	737	752
2	742	757	772
3	762	777	792
4	782	797	812
5	802	817	832
6	822	837	852
7	842	857	872
8	862	877	892
9	882	897	912
15	912	937	967

Accounts Payable

Steps			
	15-16	16-17	17-18
1	799	814	829
2	819	834	849
3	839	854	869
4	859	874	889
5	879	894	909
6	899	914	929
7	919	934	949
8	939	954	969
9	959	974	989
15	989	1004	1019

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Payroll

Steps			
	15-16	16-17	17-18
1	826	841	856
2	846	861	876
3	866	881	896
4	886	901	916
5	906	921	936
6	926	941	956
7	946	961	976
8	966	981	996
9	986	1001	1016
15	1016	1031	1046

Salaries will be calculated on a yearly basis. This yearly salary covers 52.2 weeks. Overtime, if assigned by the secretary's supervisor, will be paid on an hourly rate to be determined by dividing the yearly salary by 260 days and then by 8 hours. Overtime will be paid at a rate of time and one half per diem.

Paragraph 101. Salary increments for all Employees are not automatic and will be approved only when, in the opinion of the Superintendent, an otherwise eligible Employee has demonstrated a continued high standard of performance and improved efficiency of service. Annual salary increments for all Employees shall require the recommendation of the Superintendent.

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Paragraph 102. An Employee who has been in the employ of the Committee and who has worked for more than ten (10) years shall receive annual longevity pay in accordance with the following schedule:

	After 10 yrs.	After 14 yrs.	After 19 yrs.	After 24 yrs.	After 29 yrs.
2015-2016	\$1,525	\$1,975	\$2,825	\$3,425	\$3,825
2016-2017	\$1,525	\$1,975	\$2,825	\$3,425	\$3,825
2017-2018	\$1,525	\$1,975	\$2,825	\$3,425	\$3,825

For professional employees who leave service during the school year, longevity will be pro-rated, based on the number of days worked during the school year.

The employee, at his/her discretion, may receive compensation as part of his/her salary or as one lump sum the first paycheck in December.

Paragraph 103. In the event that an Employee does not report for work for a reason not approved by the Superintendent, the Superintendent may deduct from the salary payable to said Employee one (1) day's pay for each school day of absence. Except in the event of illness or an emergency as defined by the Superintendent, absence for more than one-half (1/2) of a school day shall be considered as absence for a full day.

Paragraph 104. The salary as provided in Paragraph 100 for each full-time Secretary shall be paid in twenty-six (26) equal biweekly payments beginning in July. In years where the pay period calendar results in twenty-seven (27) pay days, the yearly salary will be pro-rated over twenty-seven (27) pay days.

Paragraph 105. Secretaries may be reimbursed up to \$300 per year for Professional Development courses and/or conferences.

Paragraph 106. Secretaries will receive stipends for the following positions for the duration of this contract.

- Substitute Calling: Secretaries that calls substitutes will be paid \$750 per year.
- Student Activity Account:

Middle School - \$600

High School - \$900

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Article Eleven

INSURANCE AND RETIREMENT

Paragraph 110. As required by law, full-time Employees and Employees who work twenty (20) hours or more per week shall belong to the Plymouth County Retirement System and deduction for this purpose shall be made automatically from the salary check.

Paragraph 111. The group insurance provided by the Town of Rockland and as amended during the term of this Agreement shall be applicable to the full-time Employees covered by this Agreement who advise the Superintendent in writing that they desire to participate in said group insurance. All accidents and injuries should be reported at once to the immediate supervisor and an accident form completed by the school nurse.

The employer shall pay 79% of group insurance provided by the Town of Rockland.

Article Twelve

SICK LEAVE

Paragraph 120. In the manner and to the extent provided in this Article a full-time Employee who is unable to work because of illness or non-occupational injury requiring confinement or treatment by a licensed physician shall, upon notification to the Office of the Superintendent as soon as possible after the beginning of said illness or the occurrence of said injury receive sick pay up to a maximum of eighteen (18) days exclusive of accumulated sick pay as provided in Paragraph 121, in any single school year. The provisions of this Paragraph shall not apply in the event of an injury incurred in the course of gainful employment or self-employment other than as an Employee of the Committee.

Paragraph 121. The sick pay as provided in Paragraph 120 shall apply to an Employee who has completed one (1) school year of employment and shall be cumulative from year to year up to a maximum total of one-hundred-eighty (180) days of sick pay. During the first school year of employment, an Employee who reports for duty in accordance with their employment contract shall be eligible to receive one and one-half (1 1/2) days of sick pay for each month of employment subject to a maximum of eighteen (18) days of sick pay during the first school year. If the employment of the Employee should be terminated before the full amount of sick leave for which he/she was compensated is earned, the necessary deductions shall be made from his/her final paycheck. Before approving sick leave as provided in this Article, the Superintendent may require a certificate signed by the attending physician of the illness or injury of an Employee who has been absent from work for more than five (5) consecutive days in any single school year.

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Paragraph 121A. Up to five (5) of said eighteen (18) days may be utilized by an otherwise eligible Employee in the event of serious illness of their children, parents, spouse or other relative residing in the same household with the Employee.

Paragraph 122. Upon the effective date of this Agreement, a Sick Leave Bank for use by eligible members of the staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

At the beginning of the school year members of the staff covered by this Agreement who wish to participate in said Bank shall each contribute one (1) of their annual eighteen (18) days of sick leave in order to fund the Bank. Said days in the sick leave Bank shall not be accumulated from one year to the next nor replenished during the school year. The Bank shall be renewed each year by eligible employees of the staff who wish to participate in the Sick Bank by contributing one (1) of their annual eighteen (18) days of sick leave to refund the Bank.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the School Committee to serve at its discretion and three (3) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness
2. Prior utilization of all eligible sick leave
3. Length of service in the Rockland School System.

All decisions of the Sick Bank Committee shall be final and binding and shall not be subject to the grievance and/or arbitration.

Paragraph 123. An Employee with five (5) years or more of continuous actual work in the employ of the Committee who retires or resigns shall be entitled to a one-time separation benefit to be computed on the basis of accumulated sick leave as follows: If the member has accumulated fifty (50) days or more of sick leave, the Employee shall receive one (1) day's pay for each day over the fifty (50) up to one-hundred (100) days computed on the basis of his or her applicable salary at the time of retirement or resignation of the then applicable salary as provided in Paragraph 100 or 20% of their salary, whichever is greater. This benefit takes effect after twenty (20) years of service in the district for employees hired after July 1, 2010.

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Article Thirteen

BEREAVEMENT

Paragraph 130. In the event of the death of the parent, step-parent, spouse, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild, of an employee or another relative or domestic partner of said employee who at the time of death is living in the same household as the employee, the employee shall receive a leave of absence (with pay) for a period not to exceed five (5) days. In the event of the death of a grandparent, spouse's/domestic partner's grandparent, brother-in-law or sister-in-law, the employee shall receive a leave of absence (with pay) of three (3) days. In the event of the death of an aunt, uncle, niece or nephew of the employee, or of their spouse/domestic partner of the employee, the employee shall receive a leave of absence (with pay) of one (1) day.

Article Fourteen

LEAVE OF ABSENCE

Paragraph 140. A full time Professional Employee may use two (2) of the fifteen (15) days of sick leave as provided in Paragraph 120 as a personal day. A personal day may not be used to extend a vacation, a long weekend, or a holiday week and no one will be allowed to use more than two days consecutively without approval of the Superintendent of Schools. Upon advance notice in writing delivered to the Superintendent, a full-time Professional Employee may use three (3) of the fifteen (15) days of sick leave as provided in Paragraph 120 for the observances of Religious High Holy Days, which shall not be considered personal days as provided in this Paragraph. If there is going to be a transfer or a room change, then any teacher covered by this contract will be eligible for two additional personal days, one each for the next two years, unless, a change in work schedule had been made to accommodate their move.

Paragraph 141. With the advanced approval of the Superintendent, with pay and without reimbursement for expenses by the Committee, Professional Employees who are duly qualified representatives of the Plymouth County Education Association, the Massachusetts Teachers' Association or the National Education Association may at the discretion of the Superintendent be allowed to attend conferences and conventions sponsored by said Associations.

Paragraph 142. A full-time Professional Employee shall be entitled to a Leave of Absence with pay for the reasonable time required for appearances in legal proceedings related to his work or employment as an employee of the Committee.

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Paragraph 143. Military leave without pay shall be granted to a Professional Employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon his/her return from Military Leave, a Professional Employee shall be placed on the Salary Schedule at the level he/she would have attained had he/she remained actively employed in the Rockland Public Schools during the period of his/her absence, subject to a maximum of four (4) years.

Paragraph 144. In the manner and to the extent provided in this Paragraph, a full-time employee shall, upon application to the Superintendent, receive a Maternity Leave of Absence for not longer than one (1) year, without pay or increment, provided that:

1. The employee notified the Superintendent as soon as the pregnancy was determined.
2. An employee on Maternity Leave shall notify the Superintendent in writing not later than April 15 in any calendar year of her intention to resume her duties as an employee at the beginning of the following school year.
3. Evidence of fitness and ability to perform the duties of an employee satisfactorily to the Superintendent shall be delivered to the office of the Superintendent prior to the resumption of work after a Maternity Leave.
4. Pursuant to Massachusetts General Laws, Chapter 151B, Section 4(1), Chapter 149, Section 105D and the Family Medical Leave Act of 1993, every full-time female employee is now entitled as a matter of law to a least eight (8) weeks Maternity Leave if she complies with the following conditions:
 - a. She has completed an initial probationary period set by her employer which does not exceed six (6) months or in the event the employer does not utilize a probationary period for the position in question has been employed for at least three (3) consecutive months.
 - b. She gives two (2) weeks notice of her expected departure date and notice that she intends to return to the job.
 - c. She is entitled to return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced, if she terminates her Maternity Leave within eight (8) weeks. (The guarantee of a same or similar position is subject to certain exceptions specified in M.G.L.C. 149, S. 105D)
5. Accrued sick leave benefits shall be provided for Maternity Leave purposes under the same terms and conditions which apply to other temporary medical disabilities.

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6. An employee requesting a Leave of Absence under the provisions of this Paragraph shall file an application on a form provided by the Committee at the Office of the Superintendent and the employee shall notify the Superintendent as soon as practicable of the termination of pregnancy.

Paragraph 145. When a full-time Professional Employee is designated in writing by the Association as its representative to attend a Step No. 2 grievance meeting as provided in paragraph 172 during a school day, the employee will upon not less than two (2) days notice if possible to his/her Principal or immediate supervisor and to the Superintendent be released from his assigned work without loss of pay for such time as is reasonable and necessary to attend said meeting. The Association and the Professional Employees agree that the privilege authorized in this Paragraph will not be abused.

Paragraph 146. In the manner and to the extent provided in this Paragraph and at the discretion of the Superintendent, a leave of absence for not longer than one (1) year without pay or increment may be granted to a Professional Employee on tenure for the purpose of enabling the employee to care for a person within his immediate family who is ill and requires care provided that the employee delivers to the Superintendent evidence satisfactory to him that it is necessary for the employee requesting the Leave of Absence to care for the ill person.

Paragraph 147. In the manner and to the extent provided in this Paragraph and at the discretion of the Superintendent, a Leave of Absence for reasons of health for not longer than one (1) year without pay or increment may be granted to a Professional Employee who has worked in the Rockland School System for five (5) or more continuous years provided that the employee delivers to the Superintendent evidence satisfactory to the Superintendent of the need for said Leave of Absence.

Paragraph 148. The Leave of Absence as provided in Paragraph 141, Paragraph 142, Paragraph 143, Paragraph 144 and Paragraph 145 shall be in addition to sick leave as provided in Article Thirteen and in the event of such Leave of Absence, the Professional Employee shall not be required to arrange for his substitute.

Paragraph 149. A Leave of Absence may upon application in writing be extended in the sole discretion of the Committee. All matters pertaining to salary increment, supplementary compensation and duties and related matters upon the return from an extended Leave of Absence shall be determined by the Committee in each instance and whenever possible, transmitted in writing to the employee at the time the extended leave is granted provided however, that an extended Leave of Absence shall not affect accumulated sick leave as provided in Article Twelve.

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Paragraph 149A. A Professional Employee who is serving on tenure shall upon application in writing be entitled to take a Child Rearing Leave of Absence without pay for the purpose of caring for a child of pre-school age of said employee. Such Leave of Absence shall except in unusual circumstances extend for the duration of either one (1) full school year or two (2) full school years, and such leave shall commence in September and shall end in June of the relevant school year.

Article Fifteen

PROVISIONS PERTAINING TO EMPLOYMENT-RELATED ASSAULT

Paragraph 150. Employees shall immediately deliver to the Office of the Superintendent, a written report of all instances of assault upon them during the course of their employment. The report of an assault shall be forwarded to the Committee and the Committee will comply with a request by the Employee involved which it considers to be reasonable, for information in its possession which, in the opinion of the Committee, is not confidential or legally restricted, relating to the incident or the persons involved in the assault. In the manner and to the extent it considers appropriate and reasonable, the Superintendent will act as liaison between the Employee, the police and the courts in a matter arising under the provisions of this Paragraph 150.

Article Sixteen

PAYROLL DEDUCTIONS

Paragraph 160. During the term of this Agreement, the Committee will, at the written request of eligible Employees who sign and deliver to the Committee a written authorization on a form approved by the Committee, make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said Employees for group life insurance and health insurance plans. The amount of the deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this Paragraph.

Paragraph 161. During the term of this Agreement, the Committee agrees that it will, at the written request of the Employees who sign and deliver to the Committee an authorization form satisfactory to both the Committee and Association, make deductions in the manner and to the extent specifically provided in this Article, from the wages or salaries due and payable to said Employees of their uniform regular, current, annual dues as members of the Rockland Education Association.

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Paragraph 162. The deduction from wages and salaries as provided in this Article shall be subordinate to first, deductions for Federal, State or Municipal withholding taxes and second, deductions for hospital and medical payments, pension or retirement plans or insurance premiums under a plan sponsored by the Committee.

Paragraph 163. The amount of the regular current, annual Association dues collected by the Committee by deductions from the wages or salaries due and payable to the Employees as provided in Paragraph 161, and a statement in the form which the Committee considers convenient and adaptable to its record keeping procedures designating the name of each Employee from whose wages the deductions were made and the amount of each deduction, shall be mailed to the Treasurer of the Rockland Education Association at its office in Rockland, Massachusetts.

Paragraph 164. The authorization form referred to in Paragraph 161 may be withdrawn by the Employee by whom it was executed at any time by giving a least sixty (60) days notice in writing of such withdrawal delivered to the Chairman of the School Committee in Rockland, Massachusetts, and by filing a copy of said withdrawal with the Treasurer of the Rockland Education Association at Rockland, Massachusetts. Said authorization, if not previously canceled or revoked, shall be deemed automatically canceled and revoked and of no further force or effect upon the termination of this Agreement or upon the termination of the employment of the Employee by whom it was signed, whichever shall first occur. Notwithstanding any provision to the contrary in the authorization or in any other document, said authorization shall be deemed revocable and subject to withdrawal, automatic cancellation or revocation as provided in this Article.

Paragraph 165. It is understood and agreed that the obligations of the Committee with respect to the check off of regular, current, annual Association dues is limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the Committee to make deductions from the wages or salaries due and payable to the Employees as provided in Paragraph 161 is limited to uniform regular, current annual Association dues and does not oblige or require the Committee to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Association. The Association agrees that all payments for Association dues received from the Committee by deductions from the wages or salaries due and payable to the Employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform, periodic, regular, current, annual Association dues for said employee or employees and that none of said payments will be applied by the Association toward the payment of fines or assessments of any kind.

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Paragraph 166. The Committee shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided, however, that upon notice in writing to the Committee by the Association of any such error, the Committee will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Association agrees that the Committee shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article if deemed necessary or prudent by the Committee to protect itself against assignments, attachments or liens against the wages or salary of an Employee which, in the judgment of the Committee, are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Committee to do anything or to take any action contrary to law or contrary to government statutes or regulations.

Paragraph 167. The Committee may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Association stating the amount of the uniform, periodic regular, current, annual Association dues. Unless and until advised in writing by the Association that the amount of its uniform, periodic regular, annual dues have been changed in accordance with applicable law, the Committee may conclusively presume that the amount of said annual dues is unchanged.

Paragraph 168. The Association agrees to and does hereby indemnify, defend and hold the Committee harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Committee in reliance upon any information, list, notice, statement or authorization for the check-off of Association dues delivered by the Committee, by the Association or by an Employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

Paragraph 169. In the event of the breach of any of the provisions of Article Three, the obligations of the Committee under the provisions of this Article Sixteen shall, without the necessity of any action by the Committee, forthwith and automatically terminate and shall be of no further force or effect provided however, that upon the presentation of evidence satisfactory to the Committee that the Association has communicated with the employee or employees involved in a breach of Article Three and has called attention to and warned said employee or employees of the provisions of this Paragraph 169, the Committee will limit its action under the provisions of this Paragraph 169 to the employees involved in the breach of Article Three.

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Article Seventeen

ADJUSTMENT OF GRIEVANCE

Paragraph 170. The Committee and the Association, for itself and as the representative of the Employees agree that the exclusive method for the processing and settlement of a grievance as defined in this Paragraph shall be in accordance with the grievance and arbitration procedure described in this Article. A grievance is defined as a claim or a dispute between an Employee of the Association and the Committee which involves the interpretation, meaning, application of or compliance with the provisions of this Agreement or any amendment or supplement thereto. The Committee and the Association agree to observe and follow the procedure described in this Article and that any determination or decision which shall be made in accordance with said procedure shall be binding upon the Committee, the Association and the Employees.

Paragraph 171. Nothing in this Article will be construed as limiting the right of an Employee to discuss informally a possible or a potential grievance with his immediate supervisor.

Paragraph 172. A grievance as defined in Paragraph 170 and otherwise subject to this Agreement shall be processed in accordance with the following procedure:

- a. Step No. 1. The grievance shall be filed with the Principal of the school at which the employee is assigned and thereafter there shall be a prompt discussion of the grievance between the aggrieved employee and the Principal at which a representative of the Association may at the request of the aggrieved employee be present and participate. In the event of the absence or disability of the Principal, the Assistant Principal at the school shall act on behalf of the Principal. A grievance which is not presented by an employee to the Principal or to the Assistant Principal within five (5) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived. The Principal or the Assistant Principal, as the case may be, shall advise the aggrieved employee in writing of the decision concerning the grievance within five (5) working days after the grievance was presented.

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- b. Step No. 2. In the event that a grievance is not settled in Step No. 1, the aggrieved employee or the Association may within five (5) working days after the date of the decision in Step No. 1, submit the employee's grievance in writing, signed by the aggrieved employee on a form jointly prepared by the Committee and the Association and delivered to the Office of the Superintendent of Schools. The written grievance shall state the available facts concerning the alleged grievance, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after the receipt of the written grievance there shall be a discussion with respect to said grievance between the aggrieved employee and the Superintendent at which a representative of the Association shall be present and participate. In the event of the absence or disability of the Superintendent, the Assistant to the Superintendent shall act on behalf of the Superintendent. Within five (5) working days after the conclusion of the discussion as provided in this Step No. 2, the Superintendent or the Assistant to the Superintendent, as the case may be, shall advise the aggrieved employee and the Association in writing of the decision concerning said grievance.
- c. Step No. 3. In the event that the decision under Step No. 2 is not satisfactory, the aggrieved employee or the Association may within five (5) working days after the date of said decision file a written appeal to the School Committee requesting that the Committee investigate the grievance. Within five (5) working days after the receipt of the written appeal the grievance shall be discussed among the aggrieved employee, an accredited representative of the Association and not less than three (3) members of the School Committee. The School Committee shall within five (5) working days after the conclusion of the discussion as provided in this Step No. 3 advise the aggrieved employee and the Association in writing of its decision concerning said grievance.

Two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or a class of employees may in the written request to the other Party by the Committee or by the Association, be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article

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Paragraph 173. In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 172, the grievance may be submitted to arbitration in accordance with the following procedure

- a. The request for arbitration may be made by the Association or by the Committee by notification in writing to the other Party within five (5) working days after the date of the final determination under the grievance procedure as provided in Step No. 2 in Paragraph 172.
- b. Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, 294 Washington Street, Boston, Massachusetts 02108 for the appointment of an arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) days period, the Committee and the Association mutually agree upon an arbitrator.
- c. The request for arbitration shall state the provision or provisions of this Agreement on which the grievance is based and shall state the remedy or the relief sought by the Party requesting arbitration.
- d. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he/she shall not have any authority to change the established Salary Schedule or other forms of compensation as provided in the Agreement nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation effective on or retroactive to a date earlier than the beginning of the school year prior to the filing of the written grievance as provided in Step No. 2 in Paragraph 172. The arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages
- e. The arbitrator shall mail his written decision simultaneously to the Committee, to the Association and to the Aggrieved employee within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Association and the aggrieved employee
- f. The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and by the Association.

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Paragraph 174. By mutual agreement in writing between the Committee and the Association, a grievance otherwise subject to the grievance procedure as provided in Paragraph 170 and in Paragraph 171 and otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure or directly submitted to arbitration as prescribed in Paragraph 172. A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the Committee or by the Association before any State or Federal regulatory agency.

Paragraph 175. Except where an extension of time has been sought and obtained, in the event of the failure by either the Committee, the Association or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The Committee, the Association and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of the time limitations provided in this Article.

Paragraph 176. The breach of any of the provisions of Paragraph 30 by one or more Employees shall, at the option of the Committee, terminate the obligation of the Committee to arbitrate a dispute involving those employees.

Article Eighteen

EARLY RETIREMENT INCENTIVE

Paragraph 180. An additional weekly increment of \$26 (twenty-six) dollars will be awarded by the School Committee to an employee if said employee indicates by November 1 of the preceding year he/she intends to retire.

Paragraph 181. Employees who notify the Committee by February 1, 2016 of their intent to retire by June 30, 2016 will be entitled to receive a \$3,000 separation benefit. This is a separate benefit from Paragraph 180 and is only offered for the above time frame.

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Article Nineteen

PROVISIONS FOR REOPENING

Paragraph 190. The provisions of Article Nine and Article Ten plus two (2) other articles may be reopened by the Committee or by the Association to take effect on July 1, 2018 by a notice in writing to the other Party received not later than October 15, 2017. In the event of a reopening as provided in this Paragraph, the Committee and the Association agree to meet promptly to institute appropriate negotiations.

Article Twenty

SCOPE OF AGREEMENT

Paragraph 200. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Association, to the Employees and to the Committee pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment, and that the understandings and agreements among the Parties concluded during the course of negotiations are fully stated in this Agreement. It is agreed that the provisions of this Agreement shall bind and benefit each individual Employee.

Paragraph 201. The Committee and the Association, for itself and on behalf of the Employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement, and that neither the Committee nor the Association shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

Paragraph 202. Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Employees who are actually working and in the current employ of the Committee.

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Paragraph 203. The Association acknowledges that there is and for many years there has been in circulation a Manual of Policies and Regulations, including Job Specifications, issued and distributed by the School Committee and that the facilities under the jurisdiction of the Committee have been and are being operated in accordance with the provisions of said Manual. The Association agrees that except to the extent otherwise specifically provided in this Agreement, the current Manual issued by the Committee shall remain in full force and effect, and that nothing in this Agreement shall in any way limit or restrict the right of the Committee to continue to amend, reissue, distribute and enforce the manual described in this Paragraph.

Paragraph 204. No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Committee and by the Association.

Paragraph 205. By mutual agreement in writing between the Committee and the Association, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

Paragraph 206. The failure by the Committee or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

Article Twenty-one

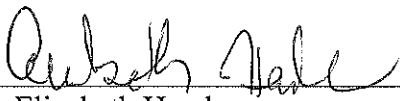
DURATION


Paragraph 210. This Agreement shall take effect on July 1, 2015 and shall continue in effect until and including June 30, 2019.

Rockland Education Association Secretaries Agreement

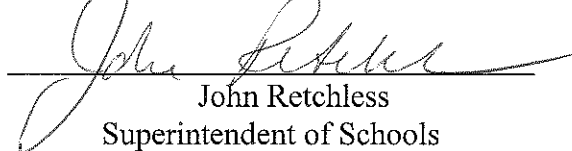
IN WITNESS WHEREOF, the School Committee of the Town of Rockland, Massachusetts, has caused this Agreement to be executed in its behalf by Elizabeth Henderson and Richard Phelps its representatives duly authorized, and the Rockland Education Association has caused this Agreement to be executed in its behalf by Carla Dunn its representative duly authorized, at Rockland, Massachusetts on November 9, 2015.

THE SCHOOL COMMITTEE FOR THE TOWN OF ROCKLAND

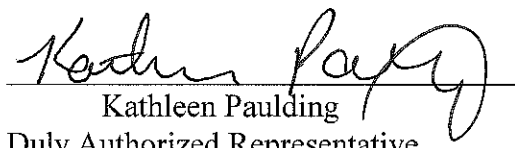

Elizabeth Henderson
Duly Authorized Representative



Richard Phelps
Duly Authorized Representative

The signatures of Elizabeth Henderson and Richard Phelps
witnessed by John Retchless

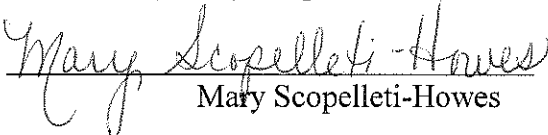

John Retchless
Superintendent of Schools

ROCKLAND EDUCATION ASSOCIATION


Kathleen Paulding
Duly Authorized Representative


Fredrick Damon
Duly Authorized Representative

The signatures of Kathleen Paulding and Fredrick Damon
witnessed by Mary Scopelleti-Howes


Mary Scopelleti-Howes